

September 25, 2008

ADDENDUM NO. 1

**FOR THE
ENVIRONMENTAL SERVICES BUILDING REPAIR**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the **ENVIRONMENTAL SERVICES BUILDING REPAIR PROJECT**.

NOTICE TO PROSPECTIVE BIDDERS

Page 1 of Project Manual, Second Paragraph: Delete and replace with the following:

BID OPENING for this project will be **TUESDAY, OCTOBER 7, 2008 at 3:00 PM** at the City Clerk of the City of San Jose, City Hall, 200 East Santa Clara Street, Wing Second Floor, San Jose, CA 95113.

DRAWINGS

Drawing Item:

1. A1.1 **REPLACE:**
Replace Drawing A1.1, SITE PLAN with new Drawing A1.1, SITE PLAN, September 25, 2007- Addendum 1, Issued herewith.
2. A1.2 **CORRECTED:**
Key Note 4 to read:
Remove (E) **4" thick concrete Sidewalk (Reinforced with #3@12" O.C. E.W).**
1. A1.3 **REPLACE:**
Replace Drawing A1.3, FOUNDATION DRAIN with new Drawing A1.3, FOUNDATION DRAIN, September 25, 2007- Addendum 1, Issued herewith.
3. A1.5 **REPLACED AND ADDED:**
Replace Detail 4/A1.5 with new Detail 4/A1.5, Issued herewith. Add Detail 6/A1.5, Issued herewith.
4. A3.0 **CORRECTED:**
A3.1 GENERAL SHEET NOTES to read:

- A3.2 A. REMOVE ALL EXISTING SEALANT. INCLUDE 6,000 LF ALLOWANCE IN THE BASE BID.
- B. INSTALL NEW BACKER ROD AND SEALANT AT ALL EXTERIOR JOINTS (PANEL T PANEL, WINDOW FRAME TO PANEL, DOOR FRAME TO PANEL, FRAME TO FRAME, AND WHERE INDICATED BY THE CONTRACT DOCUMENTS.)
- C. NEW WALL FLASHING AT BASE OF WALL TO FOUNDATION. SEE DETAIL 3/A7.0.
- D. REPAIR AND RESEAL ALL EXTERIOR WALL PENETRATIONS.

5. A6.3 **CORRECTED:**
GENERAL SHEET NOTE A to read:
REMOVE AND REPLACE DAMAGED OR STAINED CEILING TILE AT THE LAB AREA, INCLUDE 80 TILES IN BASE BID.

Note near bottom of the page at Grid lines 5 and 6 to read:
REMOVE AND REPLACE DAMAGED OR STAINED CEILING TILE THIS AREA, INCLUDE 80 TILES IN BASE BID.

SPECIFICATIONS

1. **REPLACE Page 1A of 3, with REVISED Page 1A of 3, Issued herewith.**
2. **REPLACE Section IV Special Provisions, with REVISED Section IV Special Provisions, Issued herewith.**

Section	Item
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- | | | |
|----|-------|--|
| 3. | 00010 | ADDED:
Add to Sheet 3 of Section 00010:
– MOLD MITIGATION, Issued herewith. |
| 4. | 01100 | ADDED:
Add to Paragraph 1.2.D.5 – Mechanical Renovations:

m. Removal and replacement of Chiller. |
| 5. | RGA | DELETE:
Delete RGA Fungal Remediation Specification between Section 01148 and Section 01250. |
| 6. | 01310 | DELETE AND REPLACE:
Delete Paragraph 1.7.B.2 and replace with the following:

2. Agenda: The Contractor will be prepared to discuss items of significance that could affect progress, including the following: |

- a. Tentative construction schedule and 4-week rolling schedule.
- b. Phasing.
- c. Critical work sequencing and long-lead items.
- d. Designation of key personnel and their duties.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for Requests for Information (RFI's).
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Procedures for compliance with Prevailing Wage requirement.
- j. Distribution of the Contract Documents.
- k. Submittal procedures.
- l. LEED requirements.
- m. Preparation of Record Documents.
- n. Work Restrictions.
- o. City's occupancy requirements.
- p. Responsibility for temporary facilities and controls.
- q. Construction waste management and recycling.
- r. Parking availability.
- s. Office, work, and storage areas.
- t. Equipment deliveries and priorities.
- u. Progress cleaning.
- v. Work hours.
- w. Security
- x. Safety plan.
- y. Site access.

7. 07241 **DELETE:**
Delete Paragraph 3.4 FOAM ADHESIVE ATTACHMENT OF
INSULATION(ALTERNATE 1A BID – GYPSUM DECK AREAS ONLY)

8. 07543 **DELETE AND REPLACE:**
Delete Paragraph 1.01.B and replace with the following:

B. The Work of this Section includes, but is not limited to, the installation of:

1. Metal Flashings
2. Sealants and Adhesives

Delete Paragraph 2.04.D

Delete Paragraph 2.04.E and replace with the following:

- E. Adhesives:
1. Membrane: Sarnacol 2121
 2. Flashings: Sarnafil approved flashing adhesive (Stabond or similar)

Delete Paragraph 2.05

Delete Paragraph 3.02

Delete Paragraph 3.03

9. 07920 **ADDED:**
Add to Paragraph 1.5 – QUALITY ASSURANCE:

- C. Mockups: Install sealant in metal panel system in accordance to the Contact Documents. Water testing will be performed by a third-party testing agency. Successful test shall allow no water leakage.
 - 1. Mockup Area: Area, as selected by the Architect, shall be 20 feet wide and two-stories high.
 - 2. Testing Protocol: In accordance with ASTM E1105 or similar, as selected by Architect.
 - 3. Repairs: Mockup area will be repaired, until successful test has been achieved, at no additional cost to the Owner.
 - 4. Mockup may remain as part of the work subject to passing water test successfully.

10. 13284 **ADDED:**
Add Section 13284 – MOLD MITIGATION, Issued herewith.

11. 13285 **ADDED:**
Add Section 13285 – ASBESTOS ABATEMENT, Issued herewith.

CLARIFICATIONS

- 1. Pre-Bid walkthrough was held on September 17, 2008 at 2:00 pm. No additional site access will be permitted prior to bid due date.
- 2. Lab portions of the building will remain occupied throughout construction. Phasing plan is included in the Contract Documents. Work shall be coordinated with the tenants to minimize disruption.
- 3. As indicated on the Contract Documents the roof is scheduled for replacement. Existing Roof consists of BUR with mineral surface cap sheet over two (2) layers of 2" insulation board with tapered crickets (insulation is mechanically attached to metal roof deck). Existing Hypalon wall cladding will also be removed. Hypalon Wall membrane was found to contain asbestos. Contractor shall abide by ATTACHED Asbestos Work Plan.
- 4. Existing Metal Walk Pads at roof will be removed and reinstalled.
- 5. Flooring is not included under this contract.
- 6. As specified, the Contractor will be responsible for employing a LEED Coordinator, responsible of submitting LEED documents to the Owner/Architect.

7. Ceiling Tiles to be removed and replaced as indicated by the Contract Documents.
8. Paint all interior Gypsum board between Grid lines 6 and 14.1 shall be painted and other areas indicated by the Contract Documents. Painting of interior Gypsum at the Lab Portion of the building (interiors between grid lines 1 and 6) is limited to areas specifically designated to be painted.
9. Basis-of-Design Product Specification is defined on page 2 of Section 01600 of the specification. Comparable Products or other named manufacturers are required to meet or exceed the designated Basis-of-Design. This includes all material properties, performance ratings, and LEED requirements.
10. Per General Note D on sheet A2.02 Removal and Reinstallation of (E) cabinets/furniture, includes all associated doors, shelves, hardware, trim and backsplash, where occurs. Items to be removed and reinstalled are called out on sheets A2.02 and A2.03. Contractor shall include pricing for reinstalling these items.
11. Contractor will not be permitted to use space within the building as a project office. Also, the contractor, employees, subcontractors and other project personnel will not be permitted to use existing bathroom facilities within the building will not be permitted.
12. Existing Ceiling Grid Suspension system is not required to be upgraded to current code requirements.
13. Details 1 and 9 of sheet A8.1 show typical pipe support. Base Bid shall include installation of support details at 5' O.C. and at each side of corner locations.
14. Make branch connections from side into existing catch basin, or to underground manholes and structures by cutting into existing unit and creating an opening large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated. On outside of pipe, manhole, or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
15. Bid shall include removal of existing roof down to the structural deck as indicated in the Contract Documents.
16. The existing Project Building energy management system is a NCM 350 Metasys System by Johnson Controls. The energy management system is to remain functioning as the primary central control system for Building HVAC components. Due to the limited spare I/O points in the existing system, and new Network Control Module (NCM 450) will be required to be added to the system control network.

To: All Plan Holders for the Environmental Services Building Repair Project

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17. Scope of Controls Work to include new sensors, flow meters, differential pressure transducers, control valves, variable frequency drives, lab air controls, Optimum Energy controls as shown in Drawings and specified in Project Manual.
18. The Optimum Energy controls package is to be integrated into the existing energy management system. The Optimum Energy controls are compatible with the Metasys protocol. For bid information contact Marina Palosi of Optimum Energy [415-407 5144]. For technical information contact Clark Mathys of Optimum Energy [206-701 7329]

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INSTRUCTIONS TO BIDDERS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. **Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include all cost impacts of this addendum to the bid proposal.**

APPROVED BY:

/s/

Katherine Jensen

Division Manager

City Facilities Architectural Services

Department of Public Works

Bidder's Name _____

Signature and Title of Bidder

Date



FOR
City of San Jose
200 East Santa Clara Street
San Jose, CA 95113

[illegible]

SHEET TITLE
FOUNDATION DRAIN

SCALE: NOTED ON DRAWINGS

A1.3

SHEET

GENERAL SHEET NOTES

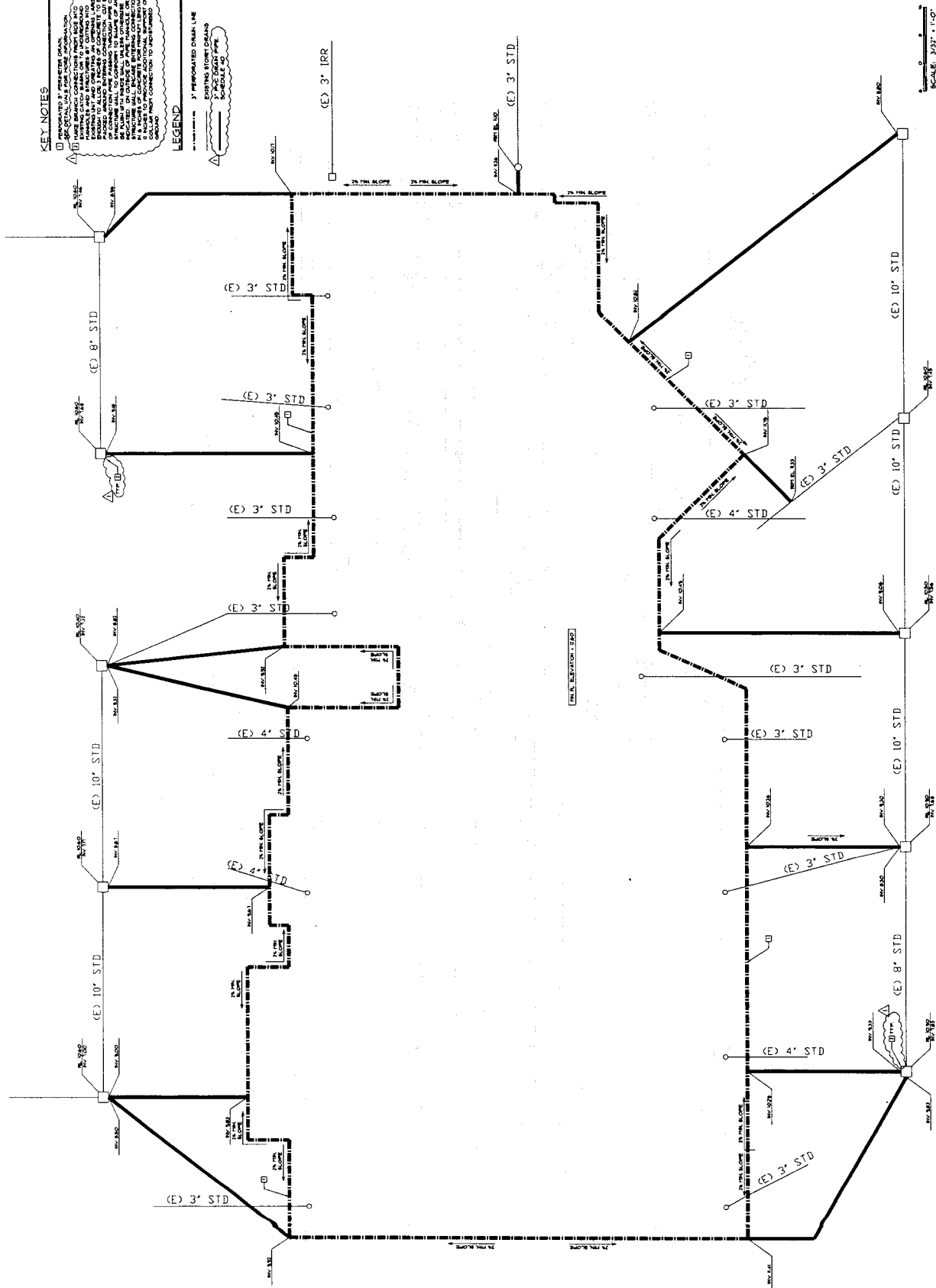
A. NONE.

KEY NOTES

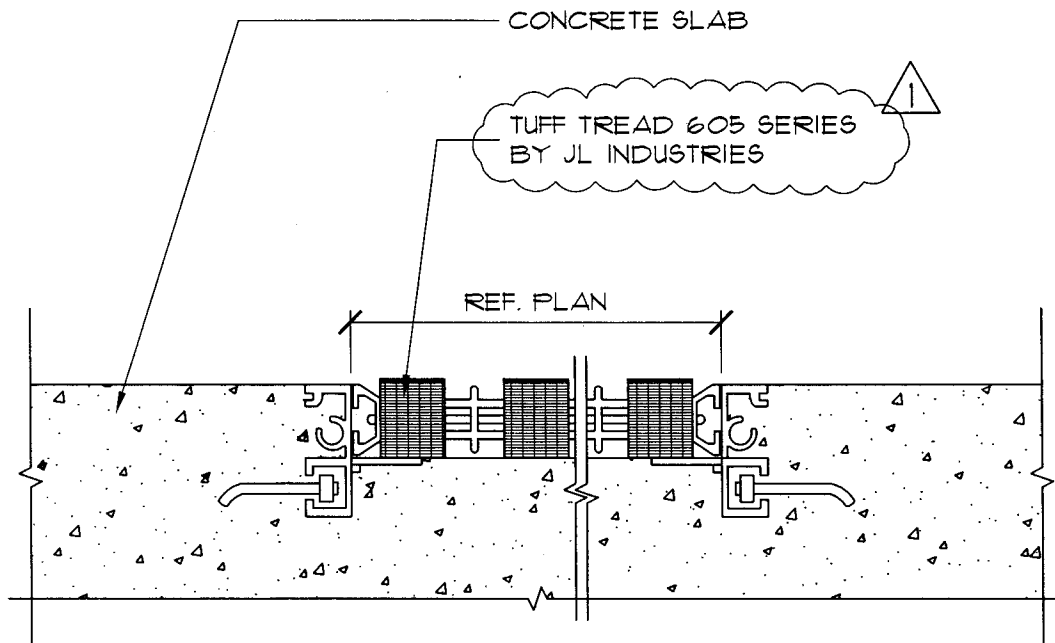
- [illegible]

LEGEND

--- 3" PERFORATED DRAIN LINE

[illegible]

FOUNDATION PLAN



NOTES:

1. LEVEL BED FRAME ALLOWS GRATE TO REST DIRECTLY ON THE RECESSED CONCRETE.

WALK OFF GRATE

SCALE: N.T.S.

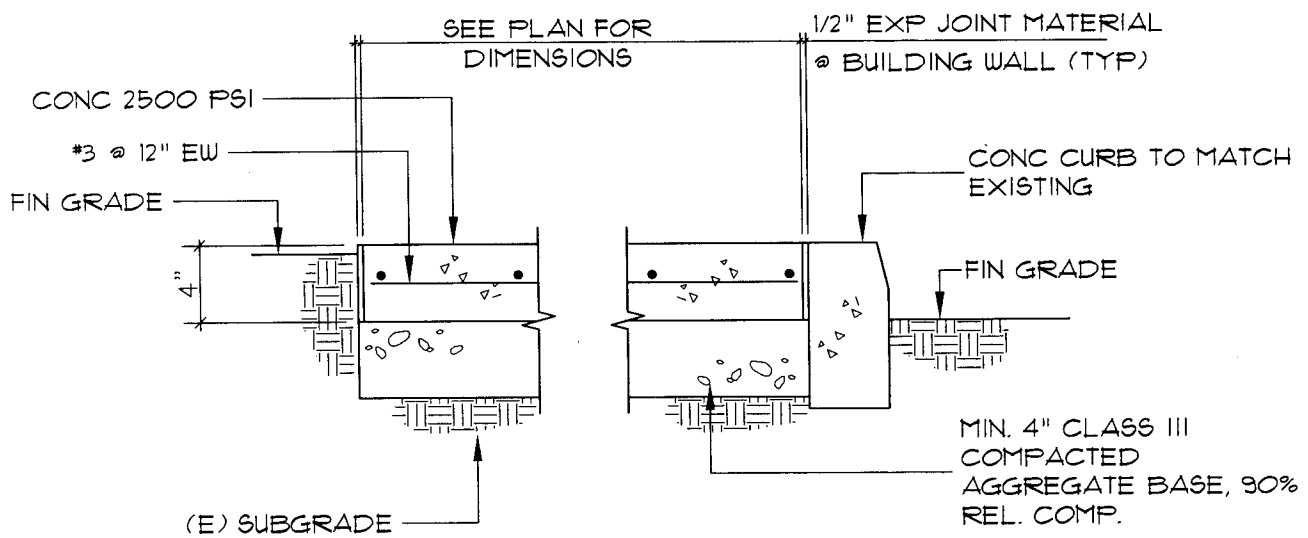
FILE:



ADDENDUM #1 09/25/08

4

A1.5



SIDEWALK SECTION

SCALE: N.T.S.

FILE:



ADDENDUM #1 03/25/08

6

A1.5

SCHEDULE OF QUANTITIES

DESCRIPTION OF WORK:

Furnish all necessary labor, materials, equipment, and incidentals to complete the work, as described in the plans and Specifications for this project.

For the: **ENVIRONMENTAL SERVICES BUILDING REPAIR**

TOTAL BID PRICE FOR THE WORK IN FIGURES:

BASE BID:

\$ _____

All work described by the contract documents (drawings and specifications).

NOTES:

- (1) See the **Special Provisions Section** in this specifications for descriptions of "Award of Contract".

CITY OF SAN JOSÉ
San Jose, California

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR THE *ENVIRONMENTAL SERVICES BUILDING REPAIR*

SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of San Jose Standard Specifications (July 1992) and the City of San Jose Standard Details (July 1992) insofar as the same may apply and in accordance with the following special provisions.

AMENDMENTS TO THE JULY 1992 STANDARD SPECIFICATIONS

Section 1 of the Standard Specifications (page 1-6) shall have the following paragraph added:

1-1.278 Partnering. - The development of team-based relationships between the Contractor and City in which: (1) trust and open communications are encouraged and expected from participants, (2) parties address and resolve issues and problems promptly and at the lowest possible level, (3) parties seek to develop solutions that are agreeable and meet the needs of everyone involved, (4) all parties have identified common goals for the partnerships and at the same time are aware of and respect each other's goals and values, and (5) parties seek input from each other in an effort to find better solutions for the problems and issues at hand, thus creating synergy in the relationship that fosters cooperation and improves the productivity of the partnership. The term is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

Section 2-1.095 of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

2-1.095 Relief of Bidders. - After the time set for the opening of bids, no bidder shall be relieved of a bid, unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San Jose, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five working days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

Section 2-1.10 of the Standard Specifications shall be revised to read as follows:

2-1.10 Disqualification of Bidders. – The City may disqualify a bidder and reject the bidder's bid for any one or more of the following causes:

1. The bidder is barred from bidding on City projects under the provisions of Chapter 4.10 of the San Jose Municipal Code.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received, all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for the City or any other public entity judged from the standpoint of workmanship and/or progress.
6. Incomplete work on any Public Works project for the City or any other public entity which, in the judgment of the City, might hinder or prevent the bidder from promptly completing additional work if awarded.
7. Being in arrears on any existing Public Works contract for the City or any other public entity, in litigation with the City, or having defaulted on a previous contract with any public entity.

8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
10. The bidder has engaged in any activity constituting grounds for debarment under the provisions of Section 4.10.355 of the San Jose Municipal Code.
11. Any other ground which the Engineer determines would significantly impair the ability of the bidder to perform the proposed work. In making this determination, the Engineer may consider, without limitation, items such as any previous or current prevailing wage violations by the bidder, the number of stop notices on previous public works projects performed by the bidder, and the existence of past or current agreements with other public entities to not bid on public works projects.

Section 2-1.14 of the Standard Specifications (page 2-7) shall be revised to read as follows:

2-1.14 Addenda and Interpretations. – Every request for interpretation shall be in writing addressed to the Director of Public Works, Attn: Project Manager, City Facilities Architectural Services Division, at 200 E. Santa Clara Street, 6th Floor, San Jose, CA 95113-1905, and to be given consideration must be received at least 7 days prior to the date fixed for the opening of bids.

Section 3-1.01 Award of Contract of the Standard Specifications (page 3-1) shall be revised as follows:

3-1.01 Award of Contract - The City will compare all proposals on the basis of the Engineer's Estimate of the quantities of work to be done.

The City, in its sole discretion, reserves the right to reject any or all proposals.

If the City awards the contract, the award will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. If two (2) or more bids are the same and the lowest, the City may accept either bid it chooses in its sole discretion.

Depending upon the circumstances, the rejection of any or all proposals, or the award of a proposal, may be done by either the City Council or the Director of Public Works.

Section 3-1.01A Award of Contract of the Standard Specifications (page 3-1) shall have the following paragraph added:

“If there are Add Alternates, the low bid will be determined by adding each of the Add Alternate Bids to the Base Bid in ascending numerical sequence, until a total is reached to which no further Add Alternate Bids may be added without exceeding **\$3,962,000**. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1)

includes the greatest number of Add Alternates, or (2) offers an equal number of Add Alternates for the lowest price. If the addition of the first Add Alternate Bid to the Base Bid results in a figure greater than the above-stated dollar amount in the case of every responsive bidder, the low bid will be determined by the Base Bid alone. Once the low bidder has been identified in the preceding manner, the City may elect to award the Base Bid item alone or any or all Add Alternate items in any sequence to that low bidder, even if the resulting contract amount no longer represents the lowest total price for the particular items chosen.”

3-1.01B Timing of Award - If the City awards the contract, it will award the contract no earlier than five (5) working days after the opening of the proposals and no later than ninety (90) calendar days after the opening of the proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within 105 calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within 120 calendar days after the opening of the proposals. The Department of Public Works may proceed in like manner until the Director either finds a responsible and responsive bidder willing to be awarded the contract or determines that it is not in the best interest of the City to proceed further.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Director and the bidder concerned.

3-1.01C Notice of Intended Award - If the City intends to award a contract, the City will provide each bidder by hand delivery, fax or e-mail with a written notice indicating to which bidder it intends to award the contract. The City also will post this notice on the Public Works Bid Hotline, along with results of the bid.

3-1.01D Protest of Bid Award - A bidder may protest the City’s proposed award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth working day following the day upon which the City issued the notice described in Section 3-1.01B.

The procedure and time limits set forth in this section 3-1.01C are mandatory and the bidders’ sole and exclusive remedy in the event of protest. Failure to comply with these

procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Section 4-1.03 of the Standard Specifications (page 4-2) shall be revised to include the subsections as follows:

4-1.03.1 Cost Determination. – Total cost of each and every change order shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined in Section 9, "Measurement and Payment". This limit applies in all cases of claims for extra work, whether calculating contract modifications, RFPs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs, including special damages of any type, arising out of or connected with the performance of extra work, of any nature, may be recovered by Contractor.

4-1.03.1(A) Overhead and Profit. – The following constitutes charges that are included in overhead for all contract modifications, including force account work:

- (a) Drawings: filed drawings, shop drawings, etc. including submissions of drawings.
- (b) Routine field inspection of work proposed.
- (c) General superintendence.
- (d) General administration of Change Orders.
- (e) Computer services.
- (f) Reproduction services.
- (g) Salaries of project engineer, superintendent, timekeeper, storekeeper and secretaries.
- (h) Janitorial services.
- (i) Temporary on-site facilities such as offices, telephones, plumbing, electrical (power, lighting), platforms, fencing, etc.
- (j) Home office expenses.
- (k) Insurance and Bond premiums.
- (l) Procurement and use of vehicles and fuel used coincidentally in base bid work.
- (m) Surveying.
- (n) Estimating.
- (o) Protection of work.
- (p) Final clean-up.
- (q) Other incidental work.

Overhead and profit on labor for extra work shall not exceed a total of 15 percent. Overhead and profit on materials for extra work shall not exceed a total of 15 percent. Overhead and profit on equipment rental for extra work shall not exceed a total of 15 percent. When extra work is performed by a first tier subcontractor, Contractor shall receive a five (5) percent markup on subcontractors' total costs of extra work.

4-1.03.1(B) Taxes. – All applicable taxes shall be included.

4-1.03.1(C) Owner Operated Equipment. – When owner-operated equipment is used to perform extra work, Contractor shall be paid for equipment and operator as follows:

(a) Payment for equipment will be made in accordance with Section 9-1.03A (3) "Equipment Rental."

(b) Payment for cost of labor will be made at not more than rates of such labor established by collective bargaining agreements for type of worker and location of work, whether or not owner-operator is actually covered by such an agreement.

4-1.03.1(D) Work Performed by Special Forces or Other Special Services. –When Owner and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-site work. To specialist invoice price, less credit to Owner for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added fifteen percent (15%) in lieu of the percentages provided in Section 9-1.03A "Work Performed by Contractor."

Section 4-1.03E of the Standard Specifications (page 4-5) shall be revised to read as follows:

4-1.03E Revocable Contract Items. - Items noted as "Revocable" in the Proposal may be deleted entirely or in part or added to at the sole discretion of the City. The provisions of Section 4-1.03B, "Increased or Decreased Quantities", shall not apply to entire or partial deletion of or addition to Revocable items.

Section 5 of the Standard Specifications (page 5-12) shall have the following paragraphs added:

5-1.17 Partnering. - The City and Contractor will use good faith efforts to promote the formation of a successful Partnering relationship in order to effectively complete the Contract to the benefit of both parties. The purpose of this relationship is to establish and maintain cooperative communication and to mutually resolve conflicts at the lowest responsible management level. The establishment of a Partnering relationship will not

change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the Contract.

The City and Contractor will engage in either Formal Partnering or Informal Partnering, depending upon the size of the project.

5-1.17A Formal Partnering. – In Formal Partnering the City and the Contractor implement the Partnering relationship through at least one pre-construction partnering workshop conducted by an independent facilitator. The purpose of the initial pre-construction workshop is to mutually develop a strategy for forming a successful partnering relationship. The City and Contractor may participate in additional facilitated workshops during the life of the project as they mutually agree is necessary and appropriate.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$10 million or more, the City and Contractor shall participate in Formal Partnering.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million dollars, the Contractor may elect to require the parties to participate in Formal Partnering. The Contractor shall elect Formal Partnering by submitting a request in writing to the Engineer after approval of the Contract.

The scheduling of a partnering workshop, selection of the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both parties. The parties shall use good faith efforts to schedule the initial, pre-construction partnering workshop and to select the facilitator for the workshop as soon as reasonably possible following award of the Contract where Formal Partnering is mandatory or as soon as reasonably possible following a Contractor's election to require Formal Partnering for all other projects.

The costs of Formal Partnering involved in providing the pre-construction partnering workshop, any subsequent, additional partnering workshops, and the facilitator for the partnering workshops shall be borne equally by the City and Contractor. These costs may be provided elsewhere in this Contract either as an allowance item or a specific bid item. If not, then the Engineer may issue a change order in the amount of one-half of the estimated cost of the facilitator and the partnering workshops.

The division of cost for the facilitator and partnering workshops will be made by determining the cost in conformance with the provisions in Section 9-1.03B, "Work Performed By Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that costs, except no markups will be allowed.

All other costs associated with Formal Partnering will be borne separately by the party

incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.17B Informal Partnering. In Informal Partnering the City and the Contractor will implement the Partnering relationship through partnering discussions that are not conducted by an independent facilitator. The City and Contractor may participate in additional unfacilitated partnering meetings during the life of the project as they mutually agree is necessary and appropriate.

The City and Contractor will engage in informal partnering as follows: (1) on all projects in which the Engineer's estimate for the entire project prior to advertising for bids is below \$1 million, and (2) on all projects in which the the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million and the Contractor has not elected Formal Partnering.

Section 6-1.05 paragraph 1 of the Standard Specifications (page 6-2) shall be revised to read as follows:

6-1.05 Trade Names and Alternatives. – For convenience in designation on the plans or in the specifications, certain articles or materials, to be incorporated in the work may be designated under a trade name or the name of a manufacturer and catalog information and followed by the words "or approved equal." The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements and to the special provisions:

Section 7-1.01A(4) of the Standard Specifications (page 7-5) shall be revised to read as follows:

7-1.01A(4) Labor Nondiscrimination. - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Section 7-1.04 Permits and Licenses of the Standard Specifications (page 7-14) shall have the following paragraph added:

"The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any permit or license issued."

Section 7-1.22 Provisions of Law and Venue of the Standard Specifications (page 7-30) shall have the following paragraph added:

“All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San Jose.”

Section 8-1.01 of the Standard Specifications (page 8-1) shall be revised as follows:

8-1.01 Subcontracting – Revise the third paragraph of Section 8-1.01, “Subcontracting”, of the Standard Specifications to read “The Contractor shall perform with the Contractor’s own organization contract work amounting to not less than 5 percent of the original total contract price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor’s own organization.”

Section 8-1.06 of the Standard Specifications shall be deleted because it has been determined to conflict with the new Special Provisions contained herein.

SECTION 8-1.06 Time of Completion - Time of the Essence: All time limits specified in this contract are of the essence of the contract. Unless specifically designated otherwise, the term “day” appearing anywhere in the Contract Documents shall mean a calendar day.

Starting and Completion Date: The City shall designate in the Notice to Proceed the starting date of the contract on which the Contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor agrees to complete the work on the dates specified for completion of all or designated portions of the Contractor’s performance in the contract unless such time is adjusted, in writing, by change order by the City (“Milestone Dates”). The Contractor may complete the work before the completion date if it will not interfere with the City or their other contractors engaged in related or adjacent work. The work shall be regarded as completed as noted on the City’s Notice of Completion or Notice of Beneficial Occupancy.

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time period for completion of the contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site.

Time extensions due to inclement weather will be allowed only for weather conditions that affect the progress of activities that are on the critical path. The contractor shall exercise due diligence in protecting the work area from weather as well as take corrective action after the weather has passed. Time extensions will not be allowed until the average number of days for which precipitation exceeds 0.10 inch and the corresponding average precipitation in any given month or months has been exceeded. Delays due to inclement weather are not compensable.

Abnormal weather conditions are those that exceed the averages indicated in the following table:

<u>Month</u>	<u>Days (1)</u>	and	<u>Precipitation (2)</u>
January	6		3.06
February	6		2.49
March	6		2.31
April	3		1.06
May	1		0.40
June	0		0.09
July	0		0.04
August	0		0.09
September	1		0.21
October	2		0.73
November	4		1.73
December	5		2.28
Total	33		14.49

- (1) The average number of days in which the precipitation exceeds 0.10 inches in the 24 hour period between midnight of one day and midnight of the next day.
- (2) The mean precipitation, in inches, for the month indicated, recorded at San Jose station #047821 over the period from 1948 to 2000.

Section 8-1.06B of the Standard Specifications shall be added as follows:

8-1.06B Annual Holiday Closure. - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City's annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Calendar days will not be assessed during this suspension of work.

Section 8-1.07 of the Standard Specifications shall be revised as follows:

8-1.07 Liquidated Damages – Replace the words “working days” with “calendar days”.

Section 8-1.07A – No Pay for Delay of the Standard Specifications shall be deleted because it has been determined to be wholly inapplicable or conflicting with the new Special Provisions contained herein.

SECTION 8-1.07A – Contractor Caused Delay Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or

act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to City including legal fees and disbursements incurred by City (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Contractor and its surety hereunder or otherwise) or any damages or additional costs or expenses for which City may or shall become liable, the Contractor and its surety shall and does hereby agree to compensate City for and indemnify them against all such costs, expenses, damages and liability.

City, if it deems necessary, may direct the Contractor to work overtime and, if so directed, the Contractor shall work said overtime and, provided that the Contractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, City will pay the Contractor for such actual additional wages paid, if any, at rates which have been approved by City plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor to comply with Contractor's obligations under this Agreement.

If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Contractor shall, in addition to all of the other obligations imposed by this Agreement upon the Contractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay.

SECTION 8-1.07B – Delay Caused by Other. – Should the Contractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of City or by an employee, agent or representative of the City (other than by reason of the proper exercise of their respective rights, duties and obligations under the Contract Documents), or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Contractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and NOT due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern—the Contractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor:

- (1) notifies City in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof, AND
- (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof.

Contractor acknowledges that provision of such notice is an essential condition precedent to Contractor's rights in connection with any such delays, obstructive hindrances or interferences to City ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Contractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

SECTION 8-1.07C – Damages for Compensable Delay. – The Contractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work over and beyond that which is specified in the General Contract plus that which is specified by duly executed change orders.

In the event of delay in the Work that is within Section 7102 of the Public Contract Code, the contractor shall be entitled to an extension of time and compensation for such delay in strict accordance with the provisions of this section. The extension of time and provision for compensation shall not be allowed unless the Contractor provides the City with written notice within forty-eight (48) hours of the commencement of any such delay. The City must provide written approval of any extension of time, or payment of compensation. No verbal approval, either express or implied, or any grant of time extension by City or its agents shall be binding upon City unless and until such approval is expressly ratified in writing.

Contractor's remedy for a 7102 Delay, in addition to the extension of time, shall be as follows, upon contractor's demonstration that these costs were actually impacted by the 7102 Delay:

1. Field or on-site labor according to actual payroll data for the time of the 7102 Delay. No multipliers will be allowed unless previously approved in writing by the City;
2. Idle field equipment will be priced at a daily rate calculated from the manufacturer quoted or invoiced costs;
3. Idle field rental equipment will be priced at a daily rate calculated from the invoiced costs; and
4. Total mark up of items (1) through (3) above for overhead and profit, including all levels of subcontractors and Contractor combined, shall not exceed 20% cumulative. For the purposes of this section, overhead includes (1) all indirect labor such as management, supervision, engineer and consulting, drafting, estimating, secretarial and accounting; (2) all field office expenses, including office supplies and equipment; (3) insurance and bonds; and (4) all corporate office expenses.

In the event of delay in the Work which is not due to Section 8-1.07B 'Delay by Others', or is not a 7102 Delay, City may direct that the work be accelerated by means of overtime, additional crews or additional shifts or resequencing of the Work. All such acceleration associated with an inexcusable delay, where the delay is attributable to the Contractor, shall be at no cost to the Owner. In the event of Section 8-1.07B 'Delay by Others' or 7102 Delay, City may similarly direct acceleration and Contractor agrees to perform same on the basis of reimbursement of

Direct cost plus a fee of five percent (5%) of such costs but expressly waives any other compensation therefore. In the event of any acceleration requested pursuant to this paragraph, Contractor shall provide promptly a plan including recommendations for, in Contractor's opinion, the most effective and economical acceleration.

SECTION 8-1.08 – Limitations on Recourse Damages. – Except as provided herein to the contrary, Contractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by City, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.

Contractor expressly acknowledges that is not obligated or required to pursue Contractor claims as against City if, in its sole discretion, after review of Contractor's claim, has deemed the claim to lack merit in whole or in part.

Section 8-1.10 of the Standard Specifications shall be revised as follows:

8-1.10 Utility and Non-Highway Facilities – Replace the words “highway right-of-way”, “right-of-way” and “highway” with “project site”.

Section 9-1.03A of the Standard Specifications shall be added as follows:

9-1.03A Work Performed by Contractor – Replace the words “markup of 33 percent to the cost of labor” with “markup of 15 percent to the cost of labor”.

Section 9-1.07C of the Standard Specifications (page 9-18) shall be added as follows:

9-1.07C Claims Certification - All claims submitted by the contractor shall include the following personal certification:

“I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES.”

By
Title

Section 20-5, "Erosion Control," of the Standard Specifications (page 20-5) shall have the following added:

20-5.06 Temporary Erosion and Sediment Control. – Temporary erosion and sediment control within the total project shall conform to the Provisions in Section 20-5, "Erosion Control," of the Standard Specifications, these Special Provisions and the Plans.

The Contractor's attention is directed to Section 10-2, "Storm Water Pollution Prevention," of these Special Provisions.

Temporary erosion and sediment control work shall consist of applying erosion control materials to embankment slopes, excavation slopes and other areas designated on the plans, installing silt fence, inlet protection, gravel bags, headwall protection and stabilized construction entrance ways.

Measurement and Payment. – Full compensation for "Temporary Erosion and Sediment Control" shall be considered as included in the contract fixed lump sum price for Storm Water Pollution Prevention (Section 10-2 of these Special Provisions) and no separate payment shall be made therefore.

END OF AMENDMENTS

BEGINNING OF WORK AND TIME OF COMPLETION

The Contractor shall diligently prosecute the contract to completion before the expiration of 240 CALENDAR DAYS which shall include 20 CALENDAR DAYS for maintenance, from the first chargeable day as set forth in the "Notice to Proceed." NO ADDITIONAL DAYS WILL BE GRANTED FOR INCLEMENT WEATHER OR CONDITIONS RESULTING IMMEDIATELY THEREFROM except as noted in Section 8-1.06 of the Special Provisions.

LIQUIDATED DAMAGES

The Contractor shall pay to the City of San Jose the sum of \$2,000 per day for each and every day's delay in finishing the work in excess of the number of days prescribed above.

EQUALITY ASSURANCE

The Contractor shall comply with the Nondiscrimination / Nonpreferential Treatment requirements set forth in Attachment 1 and Attachment 3 pursuant to Chapter 4.08 of the City of San Jose Municipal Code. The Contractor shall comply with the Prevailing Wage requirements set forth in Attachment 5. Attachment 1, Attachment 3, and Attachment 5 are attached and are a part of these special provisions.

INSURANCE REQUIREMENTS

Attention is directed to Attachment 4, "Insurance Requirements", of these special provisions.

ENVIRONMENTAL SERVICES BUILDING REPAIR

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SECTION 13284

MOLD REMEDIATION

PART 1 – GENERAL

The purpose of the project is to make repairs affiliated with known building envelope leaks in order to prevent future leaking. These repairs are scheduled to be done by removing the existing interior drywall from the Environmental Services Building (ESB).

Based on previous investigations and observed conditions, it is believed that fungal amplification (i.e. mold growth) will be revealed inside wall cavities and other building components during renovation activities. As to the extent feasible, demolition and repair work is expected to be completed from the interior of the building. Controls, as specified herein, shall be implemented to further minimize any impact, specific to airborne fungal spores, the renovations shall have on interior building spaces.

This protocol has been developed to ensure adequate cleaning of mold growth exposed during scheduled renovations that are to be conducted at the ESB, located at 4245 Zanker Road in San Jose, California. The protocol was developed based upon previous site investigation and discussions with representatives of Allana Buick & Bers, Inc. (ABB), contracted architect. The methods outlined within this document are not meant to exclude other similarly effective methods. Changes to the methods outlined herein shall be discussed with the Environmental Consultant prior to implementation.

1.01 COMPLIANCE AND INTENT

- A. Coordinate this section with the most recent scope of a repair provided by ABB.
- B. Where there is evidence of mold damaged building materials, including exposed wallboard, wallboard in wall cavities and interior building finish assemblies, impacted (i.e. removed, damaged or dislocated) work should be done in accordance with this specification.
- C. The contractor is responsible for protecting building interiors and associated items from contamination or damage during the scheduled work.
- D. This project deals with possible abatement of building materials impacted by mold growth. It is necessary for the Contractor to coordinate all abatement work with the specifications. During all work, provide worker personal protective equipment (PPE) in accordance with the California Occupational Safety and Health Administration (Cal-OSHA) and as required by this specification. Where there is conflict, the most stringent requirement shall apply.
- E. Furnish all labor, materials, facilities, equipment, services, employee training, medical monitoring, permits and agreements necessary to perform the work required for fungal remediation in accordance with this specification.
- F. Work on the premises shall be confined to areas designated in the Contract Documents. Materials and equipment shall be stored within areas designated by the Owner. Should additional space be required, the Contractor shall request permission for additional space and shall adequately safeguard occupants from associated health and safety hazards.
- G. Perform all work specified herein with competent persons trained, knowledgeable and qualified in state-of-the-art techniques relating to mold abatement, handling, and the subsequent cleaning of contaminated areas.
- H. During removal activities, the Contractor shall protect adjacent building areas from airborne dusts, particulate, gases, and vapors. The Owner may collect air samples in the building and in adjacent areas to evaluate the Contractor's performance. Evidence of

settled dust or airborne levels of contaminants above background will require the implementation of additional controls at no increase to contract price.

- I. All interior mold abatement work shall be conducted using a negative pressure enclosure unless otherwise specified.
- J. Exterior mold abatement work will require varying degrees of controls; including, but not limited to critical barriers, polyethylene barriers, and/or partial enclosures. The removal of exterior building components shall be performed in a manner allowing no visible emissions.
- K. Currently there is no Federal, State, or local regulations specific to fungal remediation and associated exposures. However, the contractor shall ensure all work is done while strictly adhering to CCR Title 8 Section 3203: Injury Illness & Prevention and other pertinent regulations.

1.02 SCOPE OF WORK

- A. As necessary, remove interior finishes and inner wall cavity building components to expose water damaged building assemblies. Where water damage has occurred continue the removal of finishes to discover all hidden growth/decay for removal or proper cleaning.
- B. Examine exposed wall cavities and building components for visible mold. All visible mold growth shall be remediated (removed or properly cleaned) following the procedures outlined herein.
- C. Provide the removal of mold-impacted building components as specified in this specification. Where interior building materials are removed or impacted, the use of containments and/or critical barriers, dehumidification equipment and air filtration devices shall be employed.
- D. Prior to closing mold-impacted wall cavities, a visual inspection shall be conducted by the Environmental Consultant.

1.03 ENVIRONMENTAL ASSESSMENT

- A. Pre-Remediation Air Testing may be conducted to document background conditions.
- B. Air testing may be done during demolition and remediation activities to determine whether established controls are adequate and will be conducted as deemed necessary.
- C. Post-Remediation Air Testing will be deemed complete by the Environmental Consultant if:
 - (1) counts within the containment/ work area are substantially equivalent to or less than those measured on the exterior/control sample; and (2) If those organisms measured in the interior are substantially no different than those measured for the exterior.
 - 1. Initial Visual Inspection: Contractor shall notify the Environmental Consultant when the cleanup process is complete (prior to reconstruction activities). An inspection will be conducted by an Industrial Hygienist. Evidence of mold growth, dust, or debris will require additional clean-up by the Contractor. Contractor shall be responsible for re-cleaning all areas found to be deficient.
 - 2. Interior post remediation air testing will occur after the initial visual inspection has determined the containment is sufficiently clean and the finished walls have been installed. Bulk, tape lift, contact or other samples may be collected to determine that surfaces are cleaned and the remediation is complete.
 - 3. If these conditions are not met the contractor shall re-clean the containment at no additional expense to the Owner.
 - 4. If the contractor's work causes contamination of areas outside the established containment/work area, the contractor shall re-clean the impacted area at no additional cost to the Owner.
 - 5. The Environmental Consultant shall notify the Contractor in writing of the sample results. No barrier or containment shall be torn down until written authorization is received (e.g. email).

- D. Personnel conducting visual inspections and sampling shall be trained in proper methods of such activities.
- E. References: Where there is conflict between this specification and/or the publications below, the most stringent shall prevail.
 - 1. American Conference of Governmental Industrial Hygienists' document, "Bioaerosols: Assessment and Control."
 - 2. The American Industrial Hygiene Association (AIHA) offers Environmental Microbiology Laboratory Accreditation Program (EMLAP) accreditation to microbial laboratories. Accredited laboratories must participate in quarterly proficiency testing.
 - 3. IICRC S5250 "Standards and Reference Guide for Professional Mold Remediation"
 - 4. Mold Remediation in Schools and Commercial Buildings, EPA 402-K-01-001, March 2001.

1.04 DEFINITIONS

- A. *Abatement*: process of eliminating mold-impacted building materials while controlling the release of mold spores and their impact to adjacent areas.
- B. *Area Monitoring*: sampling of airborne fungal spore concentrations within the work area and adjacent areas.
- C. *Baseline*: refers to background concentrations of airborne mold spores prior to abatement beginning.
- D. *Breach*: a rift or gap in the critical or secondary barriers that allow egress of air from the containment to the outside, or vice versa.
- E. *Cal-OSHA*: State of California Occupational Safety & Health Administration
- F. *Certified Industrial Hygienist (CIH)*: a person certified by the American Board of Industrial Hygiene.
- G. *Critical Barrier*: a unit of temporary construction which provides the only separation between mold related work area and an adjacent, potentially occupied space. As appropriate this includes a single stage decontamination unit for interior work, polyethylene demising walls, and the placement of polyethylene over air supply and return penetrations within the work area and any temporary barriers between the work area and the uncontaminated environment.
- H. *Disposal Bag*: minimum of 6-mil thick plastic bag used for transporting waste from a work area.
- I. *Environmental Consultant*: CIH and/or industrial hygienist retained by the Owner.
- J. *Filter*: a media component used in respirators to remove solid or liquid particles from the inspired air.
- K. *HEPA Filtration Unit*: high efficiency particulate air (HEPA) filtration equipment with a filter system capable of collecting and retaining airborne particles sized 0.3 microns at a minimum efficiency of 99.97 percent.
- L. *HEPA Air Wash*: refers to the operation of HEPA air filtration unit inside an area, recycling air.
- M. *Negative Pressure Respirator*: a respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere, and negative during inhalation in relation to the air pressure of the outside atmosphere.
- N. *Negative Pressure*: air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).
- O. *Respirator*: a device designed to protect the wearer from the inhalation of harmful atmospheres/components.
- P. *Sensitive Receptors*: the presence of infants or small children, persons having undergone recent surgery, immune suppressed individuals, people with chronic inflammatory lung diseases (e.g., asthma, hypersensitivity pneumonitis, and severe allergies), or other conditions that may result in an individual being more sensitive to conditions.

- Q. *Visible Emissions:* any emission containing particulate material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- R. *Visual Inspection:* a visual inspection by Environmental Consultant, of the work area under adequate lighting to ensure that the work area is free of visible material, debris, and dust.
- S. *Wet Cleaning:* the process of eliminating contamination from building surfaces and objects by using cloths, mops, HEPA vacuuming, or other cleaning utensils dampened with water.
- T. *Work Area:* the area where fungal removal is performed and that is defined or isolated to prevent the spread of mold spores, dust or debris, and entry by unauthorized personnel.

PART 2 – PERSONNEL TRAINING AND PROTECTIVE EQUIPMENT

2.01 TRAINING

- A. Use personnel trained in the handling of mold-impacted building materials.
- B. Persons involved in mold remediation shall receive training on proper clean-up methods, personal protection, and potential health hazards. This training can be performed as part of a program to comply with the requirements of the Cal-OSHA Injury Illness Prevention Program and Hazard Communication standards (CCR Title 8, Section 3203 and 5194).

2.02 PERSONAL PROTECTION

- A. The Contractor shall have an established Respiratory Protection Program as required by Cal-OSHA (CCR Title 8 Section 5144). Proof of the existing plan and fit-test records may be requested and shall be provided in a timely manner if requested.
- B. All persons involved in mold remediation shall be equipped with respiratory protection. It is recommended that ½-face, negative pressure respirators equipped with HEPA filter be used. At a minimum N95 disposable respirators shall be worn. All respirators used shall be NIOSH approved.
- C. Use gloves, eye protection and disposable coveralls where there is greater than 3 square feet (ft²) of mold. Coveralls shall consist of disposable protective clothing covering both head and shoes.
- D. The Contractor shall enforce and follow good personal hygiene practices during the abatement of mold contaminated building materials. These practices will include, but not be limited to, the following: no eating, drinking, smoking or applying cosmetics in the work area. The Contractor shall provide a clean space, separated from the work area, for these activities.

PART 3 – PRODUCTS

3.01 SIGNS AND LABELS

- A. Provide caution signs at all approaches to work areas in languages used by the Contractor's employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area.

3.02 PLASTIC SHEETING

- A. Use fire-retardant (FR) polyethylene (poly) film.
- B. Shall have a thickness of 6-mil, minimum.
- C. Shall have a Flame Resistance/Flame Spread Rate <25.
- D. Shall conform to NFPA #701 and Tested in accordance with ASTM E-84.

3.03 TAPE & ADHESIVE

- A. Tape, 2" or wider, shall be capable of sealing joints of adjacent sheet of polyethylene and shall attach polyethylene sheet to finished or unfinished surfaces or similar materials. Tape shall be capable of adhering under dry and wet conditions. Taping to critical or sensitive surfaces shall be completed using preservation sealing tape.
- B. Spray adhesive for sealing polyethylene to polyethylene shall NOT be used.

3.04 VACUUM EQUIPMENT

- A. All vacuum equipment used in the work area shall use HEPA filtration systems.

3.05 LOCAL EXHAUST SYSTEM

- A. Where containments are required, sufficient High Efficiency Particulate Absolute (HEPA) ventilation units shall be used to maintain negative pressure.
- B. The ventilation system shall remain in operation 24 hours a day until the work area has undergone sufficient post-remediation sampling.
- C. HEPA filtered air which is exhausted to maintain negative pressure shall be exhausted from the building at locations approved by the Owner or Owner's designated representative. Exhausted air shall not be near or adjacent to other building intake vents or louvers or at entrances to buildings. Other HEPA units shall operate within the enclosure to circulate and filter air.

3.06 SCAFFOLDING

- A. Scaffolding, as required to do the specified work, shall meet all applicable safety regulations and Cal-OSHA standards.

3.07 OTHER TOOLS & EQUIPMENT

- A. The Contractor shall provide other suitable tools for the stripping, removal, disposal, and other required activities to fully remediate fungal conditions.

PART 4 – EXECUTION

Remediation activities will depend on the extent of fungal amplification. Upon identifying the presence of mold-impacted building materials, a determination shall be made as to the extent of fungal contamination.

4.01 INTERIOR REMEDIATION PROCEDURES

- A. Evacuate the immediate room where remediation is to be conducted.
- B. Deactivate the air handling system and seal air supplies and returns within the work area.
- C. Construct an enclosure (i.e. containment) that fully encompasses the building materials, impacted by mold growth that will be removed.
 - 1. Install critical barriers consisting of one layer of 6-mil poly on windows and doors.
 - 2. Cover floor surfaces with 6-mil poly sealed with tape.
 - 3. Walls shall be constructed with 6-mil poly.
 - 4. The containment work area(s) shall be placed under negative pressure as outlined in this specification throughout the abatement work period.
- D. Provide HEPA air filtration (air wash) during all interior work.

- E. Provide a commercial de-humidifier(s) to remove excess moisture when necessary. Run drain lines to outside or sink drain if possible. Run until no water is observed being discharged, but at least 48 hours after completion of remediation.
- F. Prior to cleaning, ensure that the containment is constructed properly and is fully intact.
- G. Cleaning/ Abatement
 - 1. Cut and carefully removed water damaged materials (mold-impacted).
 - 2. Place debris inside waste bags or wrap materials in poly if materials do not fit in a disposal bag. Clean the exterior of all waste bags/wraps and seal air tight. No waste shall pass through interior spaces unless they have been first wiped clean.
 - 3. All wooden building materials shall be cleaned using a wire brush and/or sanded in combination with minimal detergent solution to remove visible mold and rust.
 - 4. Thoroughly clean the space within the containment. Cleaning can be done by HEPA vacuum, wiping, or combination thereof. No visible mold or debris may be present during post-remediation evaluations, as specified in 1.03, and all materials shall be dry.
 - 5. There are no special requirements for the disposal of mold-impacted building materials.

PART 5 – CONTRACTOR MONITORING

- 5.01 The Owner or Owner's designated representative reserves the right to perform observations of work practices and air sampling in selected areas during the course of the project. Owner or Owner's designated representative reserves the right to stop work within in an area if in the course of performing monitoring, the Owner or Owner's designated representative observes instances of substantial non-conformance with this Section or other Sections of the Specification presenting health hazards to workers, the general public or the surrounding areas. Work shall not resume until the corrective measures have been enforced. Instances of substantial non-conformance shall include, but not be limited to, the following:
- A. Activities or misconduct imperiling worker's safety and health.
 - B. Elevated airborne fungal concentrations outside of the work area(s).
 - C. Loss of negative pressure or failure of the HEPA filtration.
 - D. Breaches in containment resulting in potential release of mold spores to areas outside of and adjacent to the established work area(s).

END OF SECTION

SECTION 13285
ASBESTOS ABATEMENT

1.0 INTRODUCTION AND SUMMARY OF WORK SCOPE

1.1 Introduction

This Workplan was prepared by RGA Environmental, Inc. (RGA) for work at the City of San Jose Environmental Services Building located at 4245 Zanker Road in San Jose, California. A Certified Asbestos Consultant (CAC) prepared this Work Plan for Asbestos-Containing Roofing Materials Abatement. The contents are consistent with Cal-OSHA requirements and industry standards.

1.2 Summary Scope of Work

This Work Plan is specific for the removal of the asbestos-containing hypalon roof flashing from the interior vertical surface of the parapet wall.

The specific scope of work is outlined in Section 6 of this document.

2.0 SECURITY AND ACCESS

The Contractor shall permit only authorized personnel onto the roof while the work is progressing. Contractor shall also cordon off the areas below the roof when working along the roof perimeter in order to prevent roofing debris from falling into areas accessed by contractor personnel and the general public.

3.0 TRAINING REQUIREMENTS

3.1 Asbestos

The Competent Person (as defined by Cal-OSHA Title 8 Section 1529) and all abatement workers shall produce documentation of education and specialized training including successful completion of examination of an EPA and Cal-OSHA approved training course.

All abatement workers must produce documentation signed by each employee and trainer within the past 11 months that the employee has received proper training in the handling of materials

that contain asbestos. Certificate information must include documentation showing that the worker understands the following; health implications and risks involved (including the illnesses possible from exposure to airborne asbestos fibers and lead), the use and limits of the respiratory equipment to be used, and the results of monitoring of airborne quantities of asbestos concerning health and respiratory equipment.

4.0 PERSONAL PROTECTIVE EQUIPMENT

4.1 Respiratory Protection Program

Establish a respirator program as outlined by ANSI and required by Cal-OSHA. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH). Competent Person must approve the respirator selections. Submit program for review a minimum of five (5) working days prior to the commencement of abatement activities.

4.2 Respiratory Selection

For all roof abatement work, provide each employee with a minimum of a half-face respirator equipped with HEPA filters.

4.3 Protective Clothing:

Provide personnel exposed to asbestos fibers with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Make sleeves secure at the wrists and make foot coverings secure at the ankles with tape. Ensure that all personnel entering and leaving the workspace follow this procedure. Suits shall be of adequate size to accommodate the largest employee. Foot covers may be part of the coveralls. Non-disposable footwear shall be left in the work area until it is decontaminated or disposed of at the completion of the job.

Protective clothing will be worn inside the work area after the area passes pre-abatement inspection and shall remain in use until the area passes final clearance inspection.

Personal protective equipment shall not be worn outside of the work area.

5.0 SUBMITTALS

The following items shall be submitted to, and approved by the Environmental Consultant before commencing with the abatement work outlined in this work plan. By submission of a bid, the Contractor agrees that he/she will hold harmless and indemnify the Owner and the Environmental Consultant against infringement on any patent laws as they may relate to this project.

- A. Asbestos training records of employees whom the Contractor will use on the job.
- B. Proof of Respirator Fit Testing: Provide proof of qualitative respirator fit testing. Fit testing records must be less than eleven months old and document testing on the type of respiratory protective equipment used for this project.
- C. Medical Examinations: Submit evidence signed by a physician that each employee used on the job has received an appropriate medical examination as detailed in Title 8 CCR 1529. The submitted document must be less than eleven months old.
- D. Schedule for completion including start and finish dates and times.

6.0 EXECUTION

- A. Provide all necessary connections for temporary utilities in the work place during abatement. Temporary electrical power shall be according to OSHA and the National Electrical Code for Wet Environments.
- B. Contractor shall secure the entire job site at all times. The Contractor shall secure area entrances and exits during the abatement work and shall protect the areas beneath the perimeter of the roof from falling debris. Unauthorized visitors are strictly prohibited.
- C. At all times, the abatement contractor shall ensure that all penetrations leading to the building interior are adequately sealed using a minimum of two (2) sheets of six (6) mil polyethylene. For the larger penetrations leading into the building, the Contractor shall include a rigid material such as plywood in the sealing process since polyethylene may not be sufficient during sudden wind gusts.

- D. The scope of work is specific to the removal asbestos-containing hypalon roof flashing from the interior vertical surface of the parapet wall from throughout the roof. All work shall be conducted using wet methods and manual removal techniques.
- E. Contractor shall place roofing debris in 6-mil polyethylene disposal bags sealed with tape prior to removal from the roof. All roofing debris shall be adequately wet prior to placement in disposal bags. Disposal bags shall be lowered to the ground to ensure that bags are not breached during transport from the roof.

7.0 MONITORING AND CLEARANCE

- A. The Contractor shall be responsible for all personal air sampling. During the performance of any work in the regulated work area, sufficient personnel breathing zone samples shall be taken to constitute representative sampling. These samples shall be taken each shift and for each distinct crew operation, and shall be used to verify adequacy of fiber control and respiratory protection. Personal breathing zone air sampling shall be in accordance with the CAL/OSHA asbestos standard.
- B. The purpose of the air monitoring conducted by the Monitoring technician will be to detect possible release of fibers or dusts emanating from the roof and to the interior of the building.
- C. All PCM air sample analysis shall comply with NIOSH Method 7400. The Monitoring technician shall perform all area sampling.
- D. Clearance will be achieved when the oversight technician has determined that the materials listed in this Work Plan have been completely removed from the roof.
- E. Final air clearance sampling will not be conducted unless the Contractor's work practices resulted in a breach to the building interior where contamination was suspected to have occurred.

8.0 WASTE MANAGEMENT

Asbestos Waste generated as part of the work will be properly placed in containers, profiled, manifested and disposed of offsite. A City of San Jose representative, as generator of the waste, will sign the Waste Manifests.

9.0 HEALTH AND SAFETY

All abatement work must be conducted following all applicable federal, state and local regulations including, but not limited to, California Code of Regulations Title 8, Section 1529 and Bay Area Air Quality Management District Regulation 11. Submit all required notification forms to applicable regulatory agencies.

END OF SECTION